

Agenda Item Form

Agenda Date: 10/19/04

Districts Affected: 7

Dept. Head/Contact Information: Pat Adaauto, Deputy City Manager, B& PS; 541-4853

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: FY 2004 Bond Project, GO's

Legal:

- ☐ Legal Review Required Attorney Assigned (please scroll down): Kevin Elkins ☐ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

ROW acquisition for Dorbandt Street & Drainage Imprvmnts. project

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Statutory or Citizen Concerns:

Departmental Concerns:



**CITY OF EL PASO, TEXAS
BUILDING & PLANNING SERVICES**

M E M O R A N D U M

TO: The Honorable Mayor & City Council
Joyce Wilson, City Manager
Laura Uribarri, Executive Assistant to the Mayor
Adrian Ocegueda, Executive Assistant to the Mayor

COPY TO: Daryl Cole, Streets Director
Patrick Connor, City Engineer
Lisa Elizondo, City Attorney
Kevin D. Elkins, Assistant City Attorney

FROM: Patricia D. Adauto, Deputy City Manager for Building & Planning Services *Adauto*

SUBJECT: City Council Agenda - October 19, 2004

DATE: October 11, 2004

The following item has been scheduled for City Council action as noted above.

That the Mayor be authorized to sign, on behalf of the City, an Appraisal Services Agreement by and between the CITY OF EL PASO and RALPH SELLERS & ASSOCIATES in an amount not to exceed \$5,550.00 to establish the value for the properties described as being:

- Parcel 1: 61.5 sq. ft. of Tract 9D1, Block 34, Ysleta Grant
- Parcel 2: 6.2 sq. ft. of Lot 1, Childs Subdivision
- Parcel 3: 100.1 sq. ft. of Lot 8A, Replat of Childs Subdivision
- Parcel 4: 58.9 sq. ft. of Lot 9, Block 20, Second Amended Map of West Ysleta
- Parcel 5: 39.4 sq. ft. of Lot 1, Block 16, Second Amended Map of West Ysleta
- Parcel 6: .452 acre of Lot 5, Block 16, Second Amended Map of West Ysleta

located in the City of El Paso, El Paso County, Texas, to be used for the Dorbandt Street & Drainage Project.
District 7 [Patricia D. Adauto, Deputy City Manager for Building & Planning Services, 541-4853]

The Dorbandt project, from Alameda Avenue to Davis Avenue, is a 2004 Bond street & drainage improvement project that necessitates the acquisition of right of way for project completion. If you require further information, you can reach Teresa Quezada or myself at 541-4853.

Mayor's Office (3copies):	date: _____	time: _____	by: _____
City Manager	date: _____	time: _____	by: _____
Representative District 1:	date: _____	time: _____	by: _____
Representative District 2:	date: _____	time: _____	by: _____
Representative District 3:	date: _____	time: _____	by: _____
Representative District 4:	date: _____	time: _____	by: _____
Representative District 5:	date: _____ n/a _____	time: _____	by: _____
Representative District 6:	date: _____	time: _____	by: _____
Representative District 7:	date: _____	time: _____	by: _____
Representative District 8:	date: _____	time: _____	by: _____

Mayor & City Council
October 11, 2004

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign, on behalf of the City, an Appraisal Services Agreement by and between the CITY OF EL PASO and RALPH SELLERS & ASSOCIATES in an amount not to exceed \$5,550.00 to establish the value for properties legally described as being

Parcel 1: 61.5 sq. ft. of Tract 9D1, Block 34, Ysleta Grant
Parcel 2: 6.2 sq. ft. of Lot 1, Childs Subdivision
Parcel 3: 100.1 sq. ft. of Lot 8A, Replat of Childs Subdivision
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Parcel 5: 39.4 sq. ft. of Lot 1, Block 16, Second Amended Map of West Ysleta
Parcel 6: .452 acre of Lot 5, Block 16, Second Amended Map of West Ysleta

located in the City of El Paso, El Paso County, Texas, to be used for the Dorbandt Street & Drainage Project.

ADOPTED this 19th day of October, 2004.

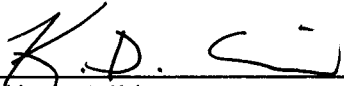
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

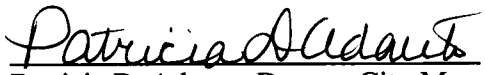
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adaute, Deputy City Manager
for Building and Planning Services

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT, is entered into this 19th day of October, 2004, between the **CITY OF EL PASO, TEXAS**, a municipal corporation, hereinafter, the "City", and **RALPH SELLERS & ASSOCIATES**, hereinafter, the "Appraiser",

WHEREAS, the City desires the Appraiser to furnish to the City an independent professional appraisal of six parcels required for the Dorbandt Street & Drainage Project, a 2004 Bond project,

NOW, THEREFORE, the City and the Appraiser, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. Term of Agreement. This contract for appraisal services shall begin on October 19, 2004.
2. Property to be Appraised. A description of the real property and the interest therein to be appraised are set forth as:

Parcel 1: 61.5 sq. ft. of Tract 9D1, Block 34, Ysleta Grant
Parcel 2: 6.2 sq. ft. of Lot 1, Childs Subdivision
Parcel 3: 100.1 sq. ft. of Lot 8A, Replat of Childs Subdivision
Parcel 4: 58.9 sq. ft. of Lot 9, Block 20, Second Amended Map of West Ysleta
Parcel 5: 39.4 sq. ft. of Lot 1, Block 16, Second Amended Map of West Ysleta
Parcel 6: .452 acre of Lot 5, Block 16, Second Amended Map of West Ysleta

3. Purpose of Appraisal. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value to be paid by the City in purchasing the property from the Property Owners.

- 3.1 Date of Valuation. The Appraiser's valuation shall be as of a date concurrent with the preparation of the report.

4. Scope of Appraiser's Services. The Appraiser agrees to perform the following services:

- 4.1 Appraisal. Appraise the real property described in Article 2 of this Agreement and prepare and deliver to the City as soon as practicably possible an appraisal report for each parcel in five (5) copies conforming to the provisions of this Agreement.

- 4.2 Property Inspection. Personally inspect the properties and other elements of value thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a parcel by an unrecorded contract of sale or otherwise, the Appraiser shall furnish separate reports for each separately owned portion of the parcel.

- 4.3 Valuation Data. Make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal reports to be furnished under this Agreement, including the most recent three (3) comparable sales which precede the appraisal.

5. Contents of Report. The appraisal reports to be furnished by the Appraiser to the City in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal reports on the real property shall consist of a cover sheet as provided in Paragraph 5.1, followed by a report furnishing the Appraiser's opinions and conclusions and the data and analyses on which they are based. This report shall include:

5.1 Appraisal Summary. A cover sheet headed "Appraisal Report for the City of El Paso and its Agents", which may be a printed form, completed to provide the following:

- a. Project name and date of report
- b. Legal description of the property and the name of each owner.
- c. Date or dates of the Appraiser's inspection of the property.
- d. The Appraiser's estimate of the market value of the property.
- e. Certifications of the Appraiser, (1) that he personally made an inspection of the property; (2) that, to the best of his knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted; (3) that neither his employment nor his compensation is contingent on the valuation reported; and (4) that he has no past, present or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed.
- f. A certification that, in the Appraiser's opinion, the market value of the property is an amount to be stated as of the date of valuation above.
- g. The signature of the Appraiser.

5.2 Legal and Title Matters Affecting Value. Report of any official citations or personal observations by the Appraiser of any condition or occupancy of the property in violation of law, and any other legal or title matters affecting the available lawful uses or the value of the property.

5.3 Highest and Best Use. The Appraiser's opinion as to the highest and best use for the properties.

5.4 Property Valuation and Appraisal Analyses. The opinion of the Appraiser as to the market value of the properties. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching his conclusion as to value and all data and analyses needed to explain and support his valuation.

- a. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser.
- b. The Appraiser's evaluation of the indications of value deduced from his separate analyses of the various evidences of value and an explanation of how he reached his final conclusion as to the market value of the property.

6. Provided by City. The City agrees to furnish the Appraiser the following:

6.1 Parcel Map. A map or plat, based on official records, of the property described in Article 2 hereof, showing the boundaries and dimensions of each parcel to be appraised.

6.2 Ownership Data. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of each parcel as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

6.3 Legal Advice. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the City's interest in the property to be appraised.

7. Payment. In consideration of the undertakings and agreements on the part of the Appraiser contained in this Agreement, the City agrees to make payment to the Appraiser upon satisfactory completion by the Appraiser of services to be provided hereunder and the submission to the City of the properly certified invoices therefor, as follows: For appraisal services and reports furnished by the Appraiser and accepted by the City, the City agrees to pay an amount not to exceed FIVE THOUSAND FIVE HUNDRED FIFTY AND NO/100THS DOLLARS (\$5,550.00), which shall constitute full payment to the Appraiser for all of said services and for all supplies, materials and equipment used or furnished by the Appraiser and all expenses incurred by the Appraiser in, or in connection with, the performance of said services.

8. Services Confidential. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person other than to the duly authorized representatives of the City without prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law.

8.1 Assignment. The Appraiser's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part.

8.2 Compliance with Local Laws. The Appraiser shall commit no trespass on any public or private property in the performance of the work embraced by this agreement. The Appraiser shall comply with all applicable state and local laws.

8.3 Law Governing Agreement. For the purpose of determining place of agreement and the law governing same, this agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

8.4 Entire Agreement. This contract constitutes the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

8.5 Independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Appraiser, and the Appraiser shall be deemed at all times to be an Independent Contractor.

9. Termination. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his obligations under this Agreement, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property and the Appraiser shall be entitled to receive equitable compensation for work completed to the satisfaction of the City.

10. Interest of City Officials or Employees. No City Official or Employee shall participate in any decision relative to this Agreement affecting, directly or indirectly, his personal interests.

11. Notices. All notices given or made to the Appraiser hereunder shall be deemed to be duly and properly given or made if mailed to the address specified below, or delivered personally to the Appraiser. All notices or other papers given or delivered to the City hereunder shall be deemed to be sufficiently given or delivered if mailed, postage prepaid, to:

Office of the Mayor
City of El Paso
#2 Civic Center Plaza
El Paso, Texas 79901-1196

Those to the Appraiser shall be sent to:

Ralph Sellers & Associates
Attn: Curtis R. "Pete" Sellers
200 Bartlett, Suite 115
El Paso, Texas 79912

TO WITNESS WHEREOF, the signatures of the parties:


THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

APPROVED AS TO CONTENT:

Richarda Duffy Momsen
City Clerk

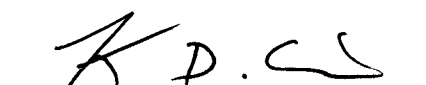

Patricia D. Adauto, Deputy City Manager
for Building and Planning Services

(Signatures continue on following page)

RALPH SELLERS & ASSOCIATES


Curtis R. "Pete" Sellers

APPROVED AS TO FORM:


Kevin D. Elkins
Assistant City Attorney

